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NASA Procedural Requirements

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 (NASA Only)

Subject: Reimbursable Agreements

Responsible Office: Office of the Chief Financial Officer[| TOC](#) | [Preface](#) | [Chapter1](#) | [Chapter2](#) | [Chapter3](#) | [Chapter4](#) | [Chapter5](#) | [AppendixA](#) |
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Chapter 1. General Overview

1.1 Overview

1.1.1 This directive establishes financial management requirements for reimbursable agreements related to (1) administrative procedures; (2) determining full cost; and (3) pricing. These requirements are applicable to all reimbursable agreements and related reimbursable activities performed by NASA Headquarters (HQ) offices and the NASA Centers. NASA has the authority to enter into agreements that allow for reimbursable work with other Federal and non-Federal entities and for the reimbursable use of NASA facilities, personnel, expertise, and/or equipment. The term reimbursable work as used throughout this NPR includes use of NASA facilities, personnel, expertise, materials, supplies, and equipment. The term customer is used in this NPR to identify the entity receiving services, materials, or support from NASA on a reimbursable basis. Unless otherwise indicated in connection with the specific type of agreement, a full cost Estimated Price Report (EPR) will be prepared for all reimbursable agreements.

1.1.2 When non-reimbursable agreements are executed, there will be no transfer of funds or other financial obligations between the parties under the agreement, and each party will fund its own participation. This NPR does not offer policy direction on non-reimbursable agreements. Direction for Non-Reimbursable Space Act Agreements can be found in NPD 1050.1, Authority to Enter into Space Act Agreements.

1.1.3 This directive is primarily intended for NASA Agency and Center Chief Financial Officers (CFO) and their staff, agreement managers, and their supporting resource staff, project managers, technical managers, and members of the NASA performing organization.

1.2 Categories of Reimbursable Agreements

1.2.1 Principal authorities under which reimbursable agreements are executed are listed below. If multiple authorities are identified (e.g., where the customer provides an authority under which they are entering into the agreement and NASA has determined that another authority will be used), it will clearly indicate the authority under which NASA will be performing the agreement. In general, that should be based on consultation with the Center counsel.

1.2.1.1 Space Act. Per NPD 1050.1, it is NASA's policy to utilize the broad authority granted the Agency in the Space Act to enter into reimbursable agreements. Some reimbursable agreements in support of existing NASA programs involve collaborative arrangements in which the customer/partner provides funding for some portion of its share of the project. There is also a very broad category of agreements that includes research and test services, facilities type services, such as host-tenant agreements, and any other reimbursable agreements that are not directly related to an existing NASA program. This NPR does not establish new or additional policies for entering into Space Act Agreements. The official Agency policy can be found in NPD 1050.1.

1.2.1.2 Economy Act. While the Space Act provides authority to NASA to engage in reimbursable and cooperative agreements with various parties, including other Federal agencies, the Economy Act provides authority for all Federal agencies to engage in interagency reimbursable activity within certain constraints.

1.2.1.3 The Commercial Space Launch Act (CSLA). The CSLA encourages acquisition by the private sector and State governments from the U.S. Government of the following property or services:

- a. Launch or reentry property of the U.S. Government that is excess or otherwise is not needed for public use.
- b. Launch services and reentry services, including utilities, of the Government otherwise not needed for public use.

1.2.1.4 Enhanced Use Lease (EUL) agreements are lease agreements entered into under The Lease of Non-Excess Property that gives the Administrator authority to:

- a. Lease NASA real property at fair market value.
- b. Use the amounts collected to cover the full costs to NASA in connection with the lease.
- c. Use the net proceeds of the lease (i.e., cash collections received in excess of the full cost of leases) for maintenance, capital revitalization, and improvements of the real property assets and related personal property under the jurisdiction of the Administrator.

1.2.1.5 Commercial Space Competitiveness Act (CSCA). The CSCA authorizes NASA to allow non-Federal entities to use NASA's space-related facilities on a reimbursable basis if the Administrator determines that:

- a. The facilities will be used to support commercial space activities.
- b. Such use can be supported by existing or planned Federal resources.
- c. Such use is compatible with Federal activities.
- d. Equivalent commercial services are not available on reasonable terms.
- e. Such use is consistent with public safety, national security, and international treaty obligations.

Note: While NASA has CSCA authority available, Agency current practice is to use the authority provided under the Space Act in lieu of CSCA. Any exceptions will be reviewed by the Office of General Counsel and Office of Chief Financial Officer and approved in writing.

1.2.1.6 Intergovernmental Personnel Act (IPA) Agreements. The IPA (see 42 USC § 4701 and 5 USC §§ 3371-3376) permits Federal agencies to enter into agreements governing the assignment of personnel to or from state and local governments, institutions of higher learning, Indian Tribal Governments, and other eligible organizations on a temporary basis. The Office of Personnel Management has issued implementing regulations, Temporary Assignments under The Intergovernmental Personnel Act, and NASA has issued NPR 3300.1, Appointment of Personnel, to/from NASA. Reimbursement is limited to basic pay, supplemental pay, fringe benefits, and travel and relocation expenses. NASA Centers are not required to prepare EPR and develop a full-cost Reimbursable Agreement for IPA agreements. Reimbursements for IPA agreements will not include indirect or administrative costs associated with the assignment. This includes charges for preparing and maintaining payroll records, developing reports on the mobility assignment, and negotiating the agreement. Other costs that cannot be reimbursed include tuition credits, office space, furnishings, supplies, staff support, and computer time.

1.2.2 Additional Types of Reimbursable Agreements. In addition to services performed for a reimbursable customer by NASA, the following types of reimbursable agreements are typically performed within existing reimbursable authorities.

a. Host-Tenant Agreements. A host-tenant agreement is an agreement between NASA and a non-NASA entity that provides for the use of NASA facilities, institutional services, or for provision of support services, including but not limited to security, automated data processing (ADP) personnel, or other support to the non-NASA customer. A host-tenant agreement is a type of interagency agreement (IA) (e.g., Economy Act or Space Act agreement) that establishes the formal relationship between NASA and the non-NASA party. These agreements define the relationship between the parties, delineate the general policies and responsibilities, specify responsibilities for identifying requirements and delivering services, establish the basis for reimbursement by the tenant to NASA, and recognize the non-NASA party as a tenant with long-term requirements that will be described by an extended plan (frequently five years) and annual updates. Exhibits that provide information on the specific facilities and services that NASA will provide may support the agreement and how the tenant will reimburse NASA for them. For a Government tenant, funding documents will explain reimbursement procedures. Pricing requirements are identified in Chapter 4 of this document.

b. Reimbursable Travel Agreements (Also Known as "Travel-Only" Agreements). Under Reimbursable Travel Agreements another party agrees to reimburse NASA for travel expenses incurred by a NASA employee. These agreements are used when the NASA employee is making a presentation or other appearance that is approved in accordance with NPD 9710.1, Delegation of Authority - To Authorize or Approve Temporary Duty Travel on Official

Business and Related Matters and NPD 1385.2, Public Appearances of NASA Astronauts and Other NASA Personnel. They are called "travel-only" agreements, because they involve reimbursement for only the actual travel expenses and are not to be utilized for the provision of products and/or services. Travel-only agreements permit reimbursement for expenses incurred by the traveler normally incidental to travel, including, but not limited to, transportation, accommodations, registration fees, automobile rental, meals, and other directly related expenses that the traveler incurs. Travel only agreements will not include payment for the cost of the time the traveler spends traveling, or while away from his/her home site, or for any services that person provides. The individual is not allowed any supplementation of his/her salary in "travel only" agreements. NASA Centers are not required to prepare EPRs for travel-only agreements.

1.2.3 Unless otherwise indicated in connection with the specific type of agreement, a full-cost EPR is required for reimbursable agreements, and alternative sources of funding will be identified and agreed to for any waived costs. See Section 2.2.3.6.e.

1.3 Roles and Responsibilities

1.3.1 The Agency CFO shall be responsible for:

- a. Developing, issuing, and interpreting financial management policies for reimbursable agreements.
- b. Maintaining financial records and related reports, including Agency-wide reports of reimbursable obligations, costs, accounts receivable, and collections during the year.
- c. Requesting and receiving apportionments of reimbursable authority from the OMB.
- d. Reviewing supporting documentation and issue reimbursable resources authority to Centers.
- e. Providing oversight of internal controls necessary to prevent over-obligation of reimbursable funds.
- f. Establishing conventions for accounting classifications supporting reimbursable work (e.g., Work Breakdown Structure (WBS) codes) in accordance with NASA policy for numbering programs and projects.
- g. Approving all cost waivers involving reimbursable agreements in which the price to the customer is less than direct cost.
- h. Resolving and making a determination as needed, in consultation with the responsible Mission Directorate(s), for all non-concurrences from the Program Manager/Center Management and Operations (CMO) Manager to use the CSLA as the authority for entering into a reimbursable agreement after the Center Chief Counsel and Center CFO have recommended the use of CSLA as the authority.
- i. Unless otherwise restricted by statute or regulation, the authorities and functions stated herein may be delegated by the CFO.

1.3.2 Agency Associate Administrators for the Mission Directorates, Officials in Charge of Headquarters Offices, or their designees, within their areas of jurisdiction, shall be responsible for:

- a. Performing the following for Headquarters-negotiated reimbursable agreements:
 - (1) Negotiating, amending, and terminating as appropriate Headquarters-negotiated reimbursable agreements (except International Agreements unless delegated), preparing or obtaining EPRs from performing organizations, and obtaining necessary concurrences, including the Agency Office of the Chief Financial Officer (OCFO).
 - (2) Executing the agreement and authorizing the work.
 - (3) Monitoring the financial status of reimbursable agreements and taking action as needed to ensure that NASA receives the proper level of reimbursement for work performed at Headquarters.
 - (4) Arranging necessary approvals or terminations.
- b. Providing funding for waived costs under a reimbursable agreement that the Mission Directorate concurs should be funded by one of the Mission Directorate's programs.

1.3.3 The Associate Administrator for International and Interagency Relations (or designee) is responsible for negotiating, amending, executing, terminating, and providing oversight of International Agreements. Responsibilities associated with International Agreements may be delegated to Centers.

1.3.4 NASA's Executive Director for Headquarters Operations and supporting staff shall be responsible for:

- a. Reviewing and concurring with reimbursable agreements and EPRs for agreements performed at Headquarters.
- b. Verifying that all Headquarters-performed reimbursable agreements are assigned a WBS identity.
- c. Securing and documenting exceptions to full-cost and advance requirements for agreements performed at

Headquarters.

d. Performing closeout of agreements performed at Headquarters.

1.3.5 NASA Center Directors and the NASA Management Office (NMO) are responsible for negotiation, execution, amendment, and termination of reimbursable agreements for their respective Center and may delegate that within their respective Centers.

¹ Generally, the counterpart of a Center CFO at Headquarters (for Headquarters-performed agreements) is the Headquarters Director, Office of Budget Management and System Support. In general, responsibilities normally assumed at a Center by the Center CFO and as described in this NPR would be under the Headquarters Director, Office of Budget Management and System Support. The Headquarters Director, Office of Budget Management and System Support is responsible for determining the administrative fee for reimbursable agreements involving Headquarters or the NMO for work to be performed by JPL, (an FFRDC). Similarly, when the term "Center" is used in this NPR, that would also apply to Headquarters in the cases of agreements involving Headquarters or the NMO for work to be performed by JPL, (an FFRDC).

1.3.6 Center CFOs or designees acting in their capacity shall:

a. Review and approve or disapprove Center-negotiated reimbursable agreements and EPRs, including the amount and funding source, if needed, of all price adjustments or waived costs where either of the following circumstances apply:

(1) The agreement involves waived costs or excluded costs (in accordance with policy or statute, such as CSLA). That would include agreements where any indirect costs would be waived (e.g., CMO, Administrative Fee on HQ/NMO agreements (as described in Section 3.2.3.1)).

(2) The requirement for obtaining an advance from a non-Federal customer is waived in accordance with Section 2.2.3.6.f.

b. If there are waived or excluded costs, ensure that concurrences are obtained from offices responsible for providing alternative sources of funding. That includes confirming that concurrences from other Center CFOs have been obtained if a portion of the work is expected to be performed at those Centers and some costs (e.g., CMO) are planned to be waived.

c. Center CFOs may, at their discretion, review and approve other agreements and implement routing and approval procedures at their Centers to support that.

1.3.7 Center CFO offices (and for agreements performed at HQ, Executive Director for Headquarters Operations) shall be responsible for:

a. In coordination with the program office performing the work, ensuring that market surveys are conducted for reimbursable work or services the Center provides that have a comparable market equivalent from non-NASA sources, if applicable (see Section 4.2.3).

b. Reviewing planned agreements and verifying that all agreements, or separately funded orders under multiple order agreement(s), are assigned a WBS.

c. Providing guidance and oversight (in coordination with the program office performing the work) to ensure financial control over each agreement and processes for generating financial reports.

d. Implementing internal controls necessary to prevent over-obligation of reimbursable funds.

e. Properly documenting and approving waivers of advance payment requirements from non-Federal customers. Confirming that a valid source of direct program funding would be available to fund reimbursable work in case a reimbursement cannot be realized from the reimbursable customer (see Section 2.2.3.6.f).

f. Confirming that the program office has sufficient NASA direct funding that was negotiated as part of NASA's contribution associated with a reimbursable agreement.

g. Providing guidance and oversight (in coordination with the program office performing the work), so that there is reasonable assurance that obligations and costs related to reimbursable agreements are clearly charged to proper reimbursable funding and to correct WBSs.

h. Maintaining complete financial records of all reimbursable agreements including estimated costs, waived cost and the reason for the waiver, excluded indirect costs, actual costs, estimated customer reimbursement, and actual customer reimbursement.

i. Ensuring the reimbursable budget authority is distributed within the Center to reimbursable projects based on signed agreements. Distribution of budget authority is discussed in NPR 9470.1, Budget Execution.

- j. Coordinating and obtaining concurrence for any waived indirect cost where some or all of the reimbursable work will be performed at another Center. Concurrence will be obtained from the performing Center CFO and be documented on the EPR.
- k. Confirming that interim or final financial status reporting to reimbursable customers, if requested, is in agreement with and supported by accounting data.
- l. Reviewing justification for any waivers of the advance payment requirement from a non-Federal customer in consultation with the program office that would perform the work. As indicated in Section 1.3.6, the Center CFO would approve the waiver of the advance payment requirement.
- m. Reviewing justification for any waived costs and determination of the price to be charged to the customer based on the EPR in consultation with the program office that would perform the work. As indicated in Section 1.3.6, the Center CFO would approve any waived costs.

1.3.8 The performing organization (through an Agreement manager or the Agreement initiator) and supporting resource management staff shall:

- a. Prepare a complete description of the work or services to be performed, descriptions of deliverables, and a statement of why the project is being supported.
- b. Identify the period of performance, including initiation date, interim milestones, if relevant, and completion dates.
- c. Prepare reimbursable agreements and EPRs (including justification for any waived or excluded cost), and obtain all required concurrences/approvals including that of the Center CFO, and the Mission Directorate, if required.
- d. Ensure that a market survey is conducted if applicable (see Section 4.2.3). Since the responsible technical managers have established working relationships with other providers, it is expected that these managers will be responsible for conducting the surveys or obtain comparable information from equivalent sources.
- e. Prepare justification for any waivers of advance payment requirements and corresponding source of direct funds.
- f. Coordinate with the Center CFO office to develop the WBS at the customer order level where the customer issues individual orders under one agreement.
- g. Comply with established internal controls and implement additional controls, if needed, to prevent over obligation of reimbursable funds.
- h. Immediately notify the Center CFO office when conditions necessitate Center CFO office action, including changes in the price of the agreement, termination of the work, or closeout of the agreement.
- i. Develop budget estimates for individual reimbursable agreements as required in the annual budget guidance.
- j. Review and validate obligations and costs assigned to the reimbursable project in order to ensure that the reimbursable customer is properly charged.
- k. Monitor both cumulative project costs and projected costs in order to complete the project and provide reasonable assurances that costs are recognized against the reimbursable agreement in a timely manner to correspond to performance of the work under the agreement. Determine whether additional funding will be needed and arrange incremental funding from the customer, if needed, in collaboration with the Agreement manager and the Center CFO office. Determine whether incremental funding will be required to permit continued performance under the agreement if funds are expiring (either NASA reimbursable funding or funds from a Federal reimbursable customer). Budget authority to incur new reimbursable obligations is based on available appropriations and will not include unobligated balances that have since expired.
- l. Maintain controls so that reimbursable work should not be initiated until agreements are fully executed and reimbursable funds are made available to incur obligations.

1.3.9 The Headquarters Office of General Counsel shall review, provide legal guidance, and comment/concur, as appropriate, with each Headquarters-negotiated reimbursable agreement in accordance with applicable laws, regulations, and internal NASA policies.

1.3.10 The Centers' Office of Chief Counsel shall review, provide legal guidance, and comment/concur, as appropriate with each Center-negotiated reimbursable agreement in accordance with applicable laws, regulations, and internal NASA policies.

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1.2.1 Principal authorities under which reimbursable agreements are executed are listed below. If multiple authorities are identified (e.g., where the customer provides an authority under which they are entering into the agreement and NASA has determined that another authority will be used), it will clearly indicate the authority under which NASA will be performing the agreement. In general, that should be based on consultation with the Center counsel.

1.2.1.1 Space Act. Per NPD 1050.1, it is NASA's policy to utilize the broad authority granted the Agency in the Space Act to enter into reimbursable agreements. Some reimbursable agreements in support of existing NASA programs involve collaborative arrangements in which the customer/partner provides funding for some portion of its share of the project. There is also a very broad category of agreements that includes research and test services, facilities type services, such as host-tenant agreements, and any other reimbursable agreements that are not directly related to an existing NASA program. This NPR does not establish new or additional policies for entering into Space Act Agreements. The official Agency policy can be found in NPD 1050.1.

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1.2.1.4 Enhanced Use Lease (EUL) agreements are lease agreements entered into under The Lease of Non-Excess Property that gives the Administrator authority to:

- a. Lease NASA real property at fair market value.
- b. Use the amounts collected to cover the full costs to NASA in connection with the lease.
- c. Use the net proceeds of the lease (i.e., cash collections received in excess of the full cost of leases) for maintenance, capital revitalization, and improvements of the real property assets and related personal property under the jurisdiction of the Administrator.

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- a. The facilities will be used to support commercial space activities.
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1.2.2 Additional Types of Reimbursable Agreements. In addition to services performed for a reimbursable customer by NASA, the following types of reimbursable agreements are typically performed within existing reimbursable authorities.

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1.2.3 Unless otherwise indicated in connection with the specific type of agreement, a full-cost EPR is required for reimbursable agreements, and alternative sources of funding will be identified and agreed to for any waived costs. See Section 2.2.3.6.e.

1.3 Roles and Responsibilities

1.3.1 The Agency CFO shall be responsible for:

- a. Developing, issuing, and interpreting financial management policies for reimbursable agreements.
- b. Maintaining financial records and related reports, including Agency-wide reports of reimbursable obligations, costs, accounts receivable, and collections during the year.
- c. Requesting and receiving apportionments of reimbursable authority from the OMB.
- d. Reviewing supporting documentation and issue reimbursable resources authority to Centers.
- e. Providing oversight of internal controls necessary to prevent over-obligation of reimbursable funds.
- f. Establishing conventions for accounting classifications supporting reimbursable work (e.g., Work Breakdown Structure (WBS) codes) in accordance with NASA policy for numbering programs and projects.

- g. Approving all cost waivers involving reimbursable agreements in which the price to the customer is less than direct cost.
- h. Resolving and making a determination as needed, in consultation with the responsible Mission Directorate(s), for all non-concurrences from the Program Manager/Center Management and Operations (CMO) Manager to use the CSLA as the authority for entering into a reimbursable agreement after the Center Chief Counsel and Center CFO have recommended the use of CSLA as the authority.
- i. Unless otherwise restricted by statute or regulation, the authorities and functions stated herein may be delegated by the CFO.

1.3.2 Agency Associate Administrators for the Mission Directorates, Officials in Charge of Headquarters Offices, or their designees, within their areas of jurisdiction, shall be responsible for:

a. Performing the following for Headquarters-negotiated reimbursable agreements:

- (1) Negotiating, amending, and terminating as appropriate Headquarters-negotiated reimbursable agreements (except International Agreements unless delegated), preparing or obtaining EPRs from performing organizations, and obtaining necessary concurrences, including the Agency Office of the Chief Financial Officer (OCFO).
- (2) Executing the agreement and authorizing the work.
- (3) Monitoring the financial status of reimbursable agreements and taking action as needed to ensure that NASA receives the proper level of reimbursement for work performed at Headquarters.
- (4) Arranging necessary approvals or terminations.

b. Providing funding for waived costs under a reimbursable agreement that the Mission Directorate concurs should be funded by one of the Mission Directorate's programs.

1.3.3 The Associate Administrator for International and Interagency Relations (or designee) is responsible for negotiating, amending, executing, terminating, and providing oversight of International Agreements. Responsibilities associated with International Agreements may be delegated to Centers.

1.3.4 NASA's Executive Director for Headquarters Operations and supporting staff shall be responsible for:

- a. Reviewing and concurring with reimbursable agreements and EPRs for agreements performed at Headquarters.
- b. Verifying that all Headquarters-performed reimbursable agreements are assigned a WBS identity.
- c. Securing and documenting exceptions to full-cost and advance requirements for agreements performed at Headquarters.
- d. Performing closeout of agreements performed at Headquarters.

1.3.5 NASA Center Directors and the NASA Management Office (NMO) are responsible for negotiation, execution, amendment, and termination of reimbursable agreements for their respective Center and may delegate that within their respective Centers.

¹ Generally, the counterpart of a Center CFO at Headquarters (for Headquarters-performed agreements) is the Headquarters Director, Office of Budget Management and System Support. In general, responsibilities normally assumed at a Center by the Center CFO and as described in this NPR would be under the Headquarters Director, Office of Budget Management and System Support. The Headquarters Director, Office of Budget Management and System Support is responsible for determining the administrative fee for reimbursable agreements involving Headquarters or the NMO for work to be performed by JPL, (an FFRDC). Similarly, when the term "Center" is used in this NPR, that would also apply to Headquarters in the cases of agreements involving Headquarters or the NMO for work to be performed by JPL, (an FFRDC).

1.3.6 Center CFOs or designees acting in their capacity shall:

a. Review and approve or disapprove Center-negotiated reimbursable agreements and EPRs, including the amount and funding source, if needed, of all price adjustments or waived costs where either of the following circumstances apply:

- (1) The agreement involves waived costs or excluded costs (in accordance with policy or statute, such as CSLA). That would include agreements where any indirect costs would be waived (e.g., CMO, Administrative Fee on HQ/NMO agreements (as described in Section 3.2.3.1).
- (2) The requirement for obtaining an advance from a non-Federal customer is waived in accordance with Section 2.2.3.6.f.

- b. If there are waived or excluded costs, ensure that concurrences are obtained from offices responsible for providing alternative sources of funding. That includes confirming that concurrences from other Center CFOs have been obtained if a portion of the work is expected to be performed at those Centers and some costs (e.g., CMO) are planned to be waived.
- c. Center CFOs may, at their discretion, review and approve other agreements and implement routing and approval procedures at their Centers to support that.

1.3.7 Center CFO offices (and for agreements performed at HQ, Executive Director for Headquarters Operations) shall be responsible for:

- a. In coordination with the program office performing the work, ensuring that market surveys are conducted for reimbursable work or services the Center provides that have a comparable market equivalent from non-NASA sources, if applicable (see Section 4.2.3).
- b. Reviewing planned agreements and verifying that all agreements, or separately funded orders under multiple order agreement(s), are assigned a WBS.
- c. Providing guidance and oversight (in coordination with the program office performing the work) to ensure financial control over each agreement and processes for generating financial reports.
- d. Implementing internal controls necessary to prevent over-obligation of reimbursable funds.
- e. Properly documenting and approving waivers of advance payment requirements from non-Federal customers. Confirming that a valid source of direct program funding would be available to fund reimbursable work in case a reimbursement cannot be realized from the reimbursable customer (see Section 2.2.3.6.f).
- f. Confirming that the program office has sufficient NASA direct funding that was negotiated as part of NASA's contribution associated with a reimbursable agreement.
- g. Providing guidance and oversight (in coordination with the program office performing the work), so that there is reasonable assurance that obligations and costs related to reimbursable agreements are clearly charged to proper reimbursable funding and to correct WBSs.
- h. Maintaining complete financial records of all reimbursable agreements including estimated costs, waived cost and the reason for the waiver, excluded indirect costs, actual costs, estimated customer reimbursement, and actual customer reimbursement.
- i. Ensuring the reimbursable budget authority is distributed within the Center to reimbursable projects based on signed agreements. Distribution of budget authority is discussed in NPR 9470.1, Budget Execution.
- j. Coordinating and obtaining concurrence for any waived indirect cost where some or all of the reimbursable work will be performed at another Center. Concurrence will be obtained from the performing Center CFO and be documented on the EPR.
- k. Confirming that interim or final financial status reporting to reimbursable customers, if requested, is in agreement with and supported by accounting data.
- l. Reviewing justification for any waivers of the advance payment requirement from a non-Federal customer in consultation with the program office that would perform the work. As indicated in Section 1.3.6, the Center CFO would approve the waiver of the advance payment requirement.
- m. Reviewing justification for any waived costs and determination of the price to be charged to the customer based on the EPR in consultation with the program office that would perform the work. As indicated in Section 1.3.6, the Center CFO would approve any waived costs.

1.3.8 The performing organization (through an Agreement manager or the Agreement initiator) and supporting resource management staff shall:

- a. Prepare a complete description of the work or services to be performed, descriptions of deliverables, and a statement of why the project is being supported.
- b. Identify the period of performance, including initiation date, interim milestones, if relevant, and completion dates.
- c. Prepare reimbursable agreements and EPRs (including justification for any waived or excluded cost), and obtain all required concurrences/approvals including that of the Center CFO, and the Mission Directorate, if required.
- d. Ensure that a market survey is conducted if applicable (see Section 4.2.3). Since the responsible technical managers have established working relationships with other providers, it is expected that these managers will be responsible for conducting the surveys or obtain comparable information from equivalent sources.
- e. Prepare justification for any waivers of advance payment requirements and corresponding source of direct funds.

- f. Coordinate with the Center CFO office to develop the WBS at the customer order level where the customer issues individual orders under one agreement.
- g. Comply with established internal controls and implement additional controls, if needed, to prevent over obligation of reimbursable funds.
- h. Immediately notify the Center CFO office when conditions necessitate Center CFO office action, including changes in the price of the agreement, termination of the work, or closeout of the agreement.
- i. Develop budget estimates for individual reimbursable agreements as required in the annual budget guidance.
- j. Review and validate obligations and costs assigned to the reimbursable project in order to ensure that the reimbursable customer is properly charged.
- k. Monitor both cumulative project costs and projected costs in order to complete the project and provide reasonable assurances that costs are recognized against the reimbursable agreement in a timely manner to correspond to performance of the work under the agreement. Determine whether additional funding will be needed and arrange incremental funding from the customer, if needed, in collaboration with the Agreement manager and the Center CFO office. Determine whether incremental funding will be required to permit continued performance under the agreement if funds are expiring (either NASA reimbursable funding or funds from a Federal reimbursable customer). Budget authority to incur new reimbursable obligations is based on available appropriations and will not include unobligated balances that have since expired.
- l. Maintain controls so that reimbursable work should not be initiated until agreements are fully executed and reimbursable funds are made available to incur obligations.

1.3.9 The Headquarters Office of General Counsel shall review, provide legal guidance, and comment/concur, as appropriate, with each Headquarters-negotiated reimbursable agreement in accordance with applicable laws, regulations, and internal NASA policies.

1.3.10 The Centers' Office of Chief Counsel shall review, provide legal guidance, and comment/concur, as appropriate with each Center-negotiated reimbursable agreement in accordance with applicable laws, regulations, and internal NASA policies.

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